1998-05--06 13:23:11 Cook County Recorder 23.50

## MORTGAGE

THIS INDENTURE, made February 26
1998 between ESPERANZA CENA
herein referred to as "Mortgagors," and
Neighborhood Hossing Services of Elgin,
Inc., 300 Douglas Avenue, Elgin, Illinois
60120, herein referred as "Mortgagee,"
witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the

installment note of even date herewith, in the principal sum of <u>FIVE THOUSAND AND 00/100</u> DOLLARS (\$5,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagers promise to pay the taid principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the <u>Isl</u> day of <u>MARCH</u>. 2005, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at <u>300 Douglas Avenue</u>, Elgin, IL <u>60120</u>

NOW, THEREFORE, the Mortgage is to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Elgin, COUNTY OF COOK, STATE OF ILLINOIS, to viti

PARCEL 1: UNIT 110 OF LOT 1 IN KENNINGTON SQUARE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7M TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ELGIN, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED WITH THE COOK COUNTY, RECORDER OF DEEDS AS DOCUMENT NO. 25442190

PARCEL 2: EASEMENT APPURTENANT TO AND FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED APRIL 15, 1980 AND RECORDED MAY 1, 1980 AS DOCUMENT 254421914. THE BENEFIT OF INGRESS AND EGRESS.

Permanent Index Number: 06-07-402-030-0000

Commonly known as: 410 KENNETH CIRCLE, Elgin, IL

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurteances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a purity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and vertilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successor and

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collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedress secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note

hereby secured.

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14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access

therete shall be permitted for that purpose.

- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
- 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. Mortgagors shall not transfer, convey or assign any legal or equitable right, title or interest in

the property without prior written approval by Mongagee.

19. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, including their heirs, successors and assigns, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

This instrument was prepared by Neighborhood Housing Services of Elgin, Inc., 300 Douglas, Elgin, IL 69120 RETURN TO: NEIGHBORHOOD HOUSING SERVICES OF ELGIN, 300 DOUGLAS, ELGIN, IL 60120

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